

## Attachment 4 - emPower Program Contract Renewal

THIS SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT (the "SLO Second Amendment"), by and between the County of Santa Barbara ("SBC") and the County of San Luis Obispo ("SLO") is effective as of December \_\_, 2015 ("SLO Second Amendment Effective Date"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Subrecipient Agreement by and between SLO and SBC dated March 18, 2014 (the "SLO Subrecipient Agreement"), as amended by the First Amendment to the Subrecipient Agreement (the "SLO First Amendment").

### RECITALS

WHEREAS, SBC and SLO previously executed the SLO Subrecipient Agreement effective March 18, 2014; and

WHEREAS, in December 2014, Southern California Gas Company ("SoCalGas") and SBC amended their Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program by executing the First Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program ("emPower Funding First Amendment"), which, among other modifications, increased and extended the availability of SoCalGas funding provided to SBC through 2015; and

WHEREAS, SLO and SBC executed the SLO First Amendment to increase the dollar amounts budgeted for SLO and to extend the term of the SLO Subrecipient Agreement; and

WHEREAS, Southern California Gas Company ("SoCalGas") and SBC have again amended their Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program by executing the Second Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program ("emPower Funding Second Amendment"), attached hereto and incorporated herein by reference as Attachment 1, which increases and extends the availability of SoCalGas funding provided to SBC through 2016; and

WHEREAS, SLO and SBC wish to use funding provided by the SLO Second Amendment to continue to provide services described in Exhibit A, Scope of Work, to the SLO Subrecipient Agreement in San Luis Obispo County; and

WHEREAS, the parties desire to amend the SLO Subrecipient Agreement, as amended by the SLO First Amendment, to increase the dollar amounts budgeted for SLO and to extend the term of the SLO Subrecipient Agreement, as amended by the SLO First Amendment; and

WHEREAS, this SLO Second Amendment incorporates the terms and conditions and definitions set forth in the SLO Subrecipient Agreement, as modified by the SLO First Amendment, except as modified by this SLO Second Amendment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The SLO Subrecipient Agreement, as amended by the SLO First Amendment, is amended as follows:

## Attachment 4 - emPower Program Contract Renewal

1. Section 2.04, Subrecipient Budget, is hereby amended to read as follows:

Section 2.04: Subrecipient Budget. Upon execution of the SLO Second Amendment, SBC shall provide up to an additional \$204,522, for a total maximum contract amount of \$923,087, to SLO for the Scope of Work (Exhibit A) on a reimbursement basis as set forth in Exhibit B-1 to this Agreement, as amended by the SLO Second Amendment. SBC may require a reasonably more detailed budget breakdown than that in Exhibit B-1, and SLO shall provide such supplementary budget information within one (1) week of SBC's request in the reasonable form and content prescribed by SBC. Any amendments to the budget must be approved in writing by both SBC and SLO. The Community Services Director of SBC may approve subsequent line item budget changes on behalf of SBC as long as the total amount of this Agreement is not increased.

- a) SLO agrees that Program funding shall only be used to perform the Scope of Work.
- b) SLO shall ensure that expenditures invoiced include only Allowable Costs.
- c) SLO shall take all reasonable measures, and shall require its Subcontractors to take all reasonable measures, to ensure that the funds provided under this Agreement are used solely for work related to the Scope of Work, as set forth in Exhibit A, which measures shall include the highest degree of care that SLO uses to control its own funds, but in no event less than a reasonable degree of care.

2. Subsection (b) of Section 2.05, Payment, is hereby amended to read as follows:

- b) It is expressly agreed and understood that the total amount to be paid by SBC under this Agreement, as amended by the SLO Second Amendment, shall not exceed \$923,087, the maximum dollar amount stated in Exhibit B-1 to this Agreement, as amended by the SLO Second Amendment, unless otherwise agreed to by the Parties in writing in accord with Section 9.04.

3. Section 8.01, Term, is hereby amended to read as follows:

This Agreement, as amended by the SLO Second Amendment, shall be effective as of the Effective Date and shall terminate on December 31, 2016, unless terminated earlier in accordance with the termination clauses in this Article VIII. Notwithstanding the termination of this Agreement, SLO shall be subject to the wind-down obligations set forth in Section 9.07 and the survival provisions set forth in Section 9.17.

4. The second paragraph of Exhibit A, SCOPE OF WORK, Overview, is hereby amended to read as follows:

The \$923,087 budget described below and detailed in Exhibit B-1, as amended by the SLO Second Amendment, is based on estimated costs to assist in the development and administration of the Program in San Luis Obispo County, under the guidance of SBC, subject to all appropriate approvals.

## Attachment 4 - emPower Program Contract Renewal

5. Exhibit B-1, **SUBRECIPIENT Budget**, is hereby amended to read as follows:

SLO	Total Budget*
Administration	\$79,512
WE&T	\$305,230
ME&O	\$484,112
Implementation	\$54,233
<b>SLO Total</b>	<b>\$923,087</b>

\*These amounts represent the 2013-2016 Authorized Budget. The Authorized Budget does not reflect expended or unexpended funds.

6. Exhibit F, **SOCALGAS AGREEMENT INCORPORATED BY REFERENCE**, is hereby amended to incorporate the “emPower Funding Second Amendment” attached hereto and incorporated by reference as Attachment 1.
7. Unless otherwise stated in this SLO Second Amendment, all remaining provisions of the SLO Subrecipient Agreement, as amended by the SLO First Amendment, shall remain unchanged and in full force and effect.
8. This SLO Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[INTENTIONALLY LEFT BLANK]

Attachment 4 - emPower Program Contract Renewal

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this SLO Second Amendment to be executed by their duly authorized representatives.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
JANET WOLF  
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

BY: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Deputy Auditor- Controller

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager

Attachment 4 - emPower Program Contract Renewal

**SAN LUIS OBISPO COUNTY**

By: \_\_\_\_\_  
Chairperson of the Board  
County of San Luis Obispo,  
State of California

Date: \_\_\_\_\_


**ATTEST:**

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, San Luis Obispo County,  
State of California

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

RITA L. NEAL  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

Date: 11.23.15